

## Case Information

DC-17-02362 | BONELL ART HOLDINGS LLC vs. MOUNT VERNON FIRE INSURANCE COMPANY et al

Case Number	Court	File Date
DC-17-02362	160th District Court	02/28/2017
Case Type	Case Status	
INSURANCE	OPEN	

## Party

### PLAINTIFF

BONELL ART HOLDINGS LLC

#### Address

5312-5320 Brentwood Stair Road  
Fort Worth TX 76112

#### Active Attorneys ▼

Lead Attorney  
MCGINNIS, PATRICK  
CONNELL  
Retained

#### Work Phone

713-626-8880

#### Fax Phone

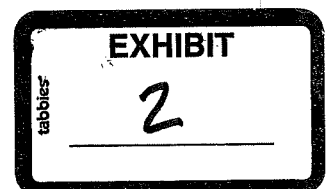
713-626-8881

### DEFENDANT

MOUNT VERNON FIRE INSURANCE COMPANY

#### Address

BY SERVING TEXAS COMMISSIONER OF INSURANCE  
P O BOX 149104  
AUSTIN TX 78714-9104



DEFENDANT  
UNITED STATES LIABILITY INSURANCE COMPANY

Address  
BY SERVING ITS REGISTERED AGENT LISA MANN  
BINGHAM MANN & HOUSE  
4500 YOAKUM BLVE  
HOUSTON TX 77006

## Events and Hearings

02/28/2017 NEW CASE FILED (OCA) - CIVIL

02/28/2017 ORIGINAL PETITION ▼

Original Petition

02/28/2017 CASE FILING COVER SHEET ▼

Case Filing Cover Sheet

02/28/2017 ISSUE CITATION

02/28/2017 ISSUE CITATION COMM OF INS OR SOS

02/28/2017 JURY DEMAND ▼

FP FILE DESK JURY DEMAND FORM

03/02/2017 CITATION ISSUED ▼

DC-17-02362-1.pdf

DC-17-02362SOS.pdf

03/02/2017 CITATION ▼

Anticipated Server

eserve

Anticipated Method  
Actual Server  
OUT OF COUNTY

Returned  
03/30/2017

03/02/2017 CITATION SOS/COI/COH/HAG ▼

Anticipated Server  
ESERVE

Anticipated Method  
Actual Server  
OUT OF COUNTY

Returned  
03/30/2017

03/24/2017 RETURN OF SERVICE ▼

Mount Vernon Fire IC DC-17-02362 company address.pdf

Comment  
CERT OF SERVICE COI

03/30/2017 RETURN OF SERVICE ▼

Mount Vernon Fire Insuranc

Comment  
SOS CITATION - MOUNT VERNON FIRE INS CO EXEC 3/22/17

03/30/2017 RETURN OF SERVICE ▼

CIT UNITED STATES LIABILITY

Comment  
CITATION UNITED STATES LIABILITY

04/10/2017 REQUEST FOR SERVICE ▼

T1616743.PDF

04/10/2017 ISSUE CITATION

04/11/2017 CITATION ISSUED ▼

DC-17-02362COI final.pdf

04/11/2017 CITATION▼

Anticipated Server  
ESERVE

Anticipated Method

**Financial**

BONELL ART HOLDINGS LLC

Total Financial Assessment \$355.00

Total Payments and Credits \$355.00

2/28/2017	Transaction Assessment			\$347.00
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2/28/2017	CREDIT CARD - TEXFILE (DC)	Receipt # 12773- 2017-DCLK	BONELL ART HOLDINGS LLC	(\$347.00)
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4/10/2017	Transaction Assessment			\$8.00
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4/10/2017	CREDIT CARD - TEXFILE (DC)	Receipt # 22629- 2017-DCLK	BONELL ART HOLDINGS LLC	(\$8.00)
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**Documents**

Original Petition

Case Filing Cover Sheet

FP FILE DESK JURY DEMAND FORM

DC-17-02362-1.pdf

DC-17-02362SOS.pdf

Mount Vernon Fire IC DC-17-02362 company address.pdf

Mount Vernon Fire Insuranc

CIT UNITED STATES LIABILITY

T1616743.PDF

DC-17-02362COI final.pdf

CAUSE NO. DC-17-02362

Tonya Pointer

BONELL ART HOLDINGS, LLC	)	IN THE DISTRICT COURT OF
	)	
vs.	)	DALLAS COUNTY, TEXAS
	)	
MOUNT VERNON FIRE INSURANCE	)	
COMPANY and UNITED STATES	)	
LIABILITY INSURANCE COMPANY	)	_____ JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION AND  
REQUEST FOR DISCLOSURE**

**TO THE HONORABLE JUDGE OF SAID COURT:**

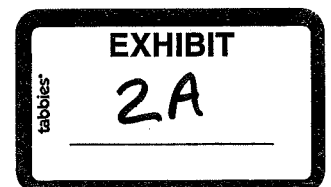
COMES NOW, Plaintiff, BONELL ART HOLDINGS, LLC (hereinafter sometimes referred to as "Plaintiff"), who files this original petition against defendants, MOUNT VERNON FIRE INSURANCE COMPANY and UNITED STATES LIABILITY INSURANCE COMPANY (hereinafter sometimes referred to as "Defendants"), and for cause of action would show the following:

**A. DISCOVERY CONTROL PLAN**

1. Plaintiff intends for discovery to be conducted under Level 3 of Rule 190.4 of the Texas Rules of Civil Procedure.
2. Plaintiff seeks only monetary relief in excess of \$100,000.

**B. PARTIES**

3. BONELL ART HOLDINGS, LLC, Plaintiff, is a Texas Limited Liability Company with its principal place of business in Dallas County, Texas.
4. MOUNT VERNON FIRE INSURANCE COMPANY is a foreign surplus lines insurance company licensed to do business in the State of Texas, with its principal place of business in Pennsylvania. Service may be had on MOUNT VERNON FIRE INSURANCE



COMPANY by serving Texas Commissioner of Insurance, Texas Department of Insurance, P.O. Box 149104, Austin, TX 78714-9104.

5. UNITED STATES LIABILITY INSURANCE COMPANY is a foreign insurance company licensed to do business in the State of Texas, with its principal place of business in Pennsylvania. Service may be had on UNITED STATES LIABILITY INSURANCE COMPANY by serving its registered agent for service of process: Lisa Mann, Bingham Mann & House, 4500 Yoakum Blvd., Houston, TX 77006.

### **C. JURISDICTION**

6. This court has jurisdiction over the cause of action because the amount in controversy is within the jurisdictional limits of the court.

7. The court has jurisdiction over the Defendants, MOUNT VERNON FIRE INSURANCE COMPANY and UNITED STATES LIABILITY INSURANCE COMPANY because Defendants are licensed to do insurance business in the state of Texas; engage in the business of insurance in Texas; and the cause of action arises out of its business activities in Texas. The court has jurisdiction over the Defendant, ADAM BRENNER because he is a person residing in the State of Texas.

### **D. VENUE**

8. Venue is proper in Dallas County, Texas because:
- a. Plaintiff's principal place of business in Dallas County, Texas;
  - b. Plaintiff makes claims of unfair claims handling practices and the claim made the basis of the suit was adjusted by Defendants, who conducted claims-handling activities with Plaintiff at Plaintiff's place of business in Dallas County, Texas;
  - c. This case involves a breach of contract and deceptive trade practices where the breach and deceptive acts occurred in part, in Dallas County, Texas;

**E. FACTS**

9. Plaintiff is the owner of a Texas commercial insurance policy issued by Defendant with Policy No. CP 2599055 (hereinafter sometimes referred to as “Policy”) for the policy period including March 17, 2016. Plaintiff owns the insured property located at 5312-5320 Brentwood Stair Road, Fort Worth, TX 76112, (hereinafter sometimes referred to as “Insured Property”).

10. Defendant sold the Policy insuring the Insured Property for damages resulting from a covered cause of loss made the basis of this suit, including, without limitation, physical damage to the Insured Property, damage to personal property, damage to other structures, code upgrades, temporary repairs, and debris removal, all of which are more particularly described in the Policy. Plaintiff paid all premiums when due and was issued the Policy, which was in full force and effect at the time that the damages were sustained as a result of a covered cause of loss, which occurred on March 17, 2016 or July 1, 2016, (hereinafter sometimes referred to as “Covered Event”).

11. As a result of the Covered Event, which occurred on March 17, 2016 or July 1, 2016, Plaintiff suffered losses covered under the Policy. The Insured Property sustained severe damages, which required temporary and permanent repairs. Plaintiff continues to suffer damages which are covered under the Policy.

12. On March 17, 2016 or July 1, 2016, the Insured Property was damaged by wind and hail, which are covered events and covered causes of loss under the Policy.

13. Plaintiff promptly put Defendant on notice of the claim.



14. Defendants hired insurance-friendly “experts” and paid for reports for the sole purpose of putting up a reason to deny the claim. These tactics were done in bad faith and to the direct detriment of Defendants’ insured.

15. To this day, Plaintiff has been paid \$0.00 to Plaintiff. The true cost of the damages to Plaintiff are \$330,194.43.

16. Since Defendant has completely denied the claim, it is obvious that Defendant had all the information in its possession that it reasonably required to accept or reject the claim,

**F. CAUSES OF ACTION**  
**COUNT I**  
**BREACH OF CONTRACT BY DEFENDANT**

17. Paragraphs 1 through 16 are incorporated by reference.

18. The conduct of Defendant, as described above, constitutes a breach of the insurance contract made between Defendant and Plaintiff.

19. Defendant’s failure and refusal, as described above, to pay the adequate compensation as it is obligated to do under the terms of the Policy and under the laws of the State of Texas, constitutes material breaches of the insurance contract with Plaintiff. Defendant’s breach of the contract proximately caused Plaintiff to suffer damages in the form of actual damages, consequential damages, along with reasonable and necessary attorney’s fees. Plaintiff has complied with all obligations and conditions required of it under the insurance contract.

**COUNT II**  
**VIOLATIONS OF THE TEXAS INSURANCE CODE BY DEFENDANT**

20. Paragraphs 1 through 19 are incorporated by reference.

21. The conduct of Defendant, as described herein, constitutes multiple violations of the *Texas Unfair Compensation and Unfair Practices Act*. TEX. INS. CODE Chapter 541. All violations under this article are made actionable by TEX. INS. CODE Section 541.151.

22. Defendant's unfair practice, described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE Sections 541.051, 541.060 and 541.061.

23. Defendant's unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair and equitable settlement of the claims even though its liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE Sections 541.051, 541.060 and 541.061.

24. Defendant's unfair settlement practice, as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for its offer of a compromise settlement of the claims, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE Sections 541.051, 541.060 and 541.061.

25. Defendant's unfair settlement practice of hiring insurance-friendly "experts" for the sole purpose of denying a legitimate claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE Sections 541.001, *et seq.*, including, without limitation 541.051, 541.060 and 541.061.

26. Defendant's unfair settlement practice, described above, refusing to pay Plaintiff's claims while failing to conduct a reasonable investigation, constitutes an unfair

method of competition, and unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE Sections 541.001, *et seq.*, including, without limitation, 541.051, 541.060 and 541.061.

**COUNT III**  
**THE FAILURE OF DEFENDANT TO COMPLY WITH**  
**TEXAS INSURANCE CODE CHAPTER 542: THE**  
**PROMPT PAYMENT OF CLAIMS ACT**

27. Paragraphs 1 through 26 are incorporated by reference.

28. Defendant's conduct constitutes multiple violations of the *Texas Prompt Payment of Claims Act*, TEX. INS. CODE Chapter 542. All violations made under this article are made actionable by TEX. INS. CODE Section 542.060.

29. Defendant's failure, described above, to commence investigation of the claims and request from Plaintiff all items, statements and forms that it reasonably believed would be required within the applicable time constraints, constitutes a non-payment of the claims. TEX. INS. CODE Section 542.055-542.060.

30. Defendant's refusal to pay Plaintiff's entire claim or delay of payment of Plaintiff's claim, described above, following its receipt of all items, statements and forms reasonably requested and required longer than the amount of time prescribed for, constitutes a non-prompt payment of the claims. TEX. INS. CODE Sections 542.055-542.060.

**COUNT IV**  
**BREACH OF DUTY OF GOOD FAITH AND FAIR DEALINGS**  
**BY DEFENDANT**

31. Paragraphs 1 through 30 are incorporated by reference.

32. Defendant, as an insurer, is subject to the laws of the State of Texas and owed to Plaintiff the duty to deal with it fairly and in good faith.

33. Defendant refused to pay a substantial portion of the property damage claim despite the fact that its liability was clear.

34. No reasonable insurer would have failed to fully pay this claim with the information available to Defendant at the time that it decided not to pay the full value of this claim. The conduct of Defendant constitutes a breach of the common law duty of good faith and fair dealing owed to insureds under insurance contracts. As described above, Defendant failed to adequately and reasonably investigate and evaluate Plaintiff's claim, while Defendant knew or should have known by the exercise of reasonable diligence that its liability is reasonably clear, all of which constitutes a breach of the duty of good faith and fair dealing.

35. The refusal to fully adjust and pay this claim in violation of the duties of good faith and fair dealing, proximately caused Plaintiff to suffer independent damages including economic damage and emotional distress caused by the denial. Defendant is liable to Plaintiff for extra contractual damages for Plaintiff's separate injury and independent damages in a sum in excess of the minimum jurisdictional limits of the court.

#### **G. KNOWLEDGE AND INTENT**

36. Paragraphs 1 through 35 are incorporated by reference.

37. Each of the acts described above, together and singularly, was done "knowingly" and "intentionally" with conscious indifference to the harm which would result to Plaintiff and was a producing cause of Plaintiff's damages described herein.

#### **H. VIOLATION OF TEXAS DECEPTIVE TRADE PRACTICES ACT**

38. Paragraphs 1 through 37 are incorporated by reference.

39. Plaintiff purchased the Policy in question from the Defendant and is a "consumer" as that term is defined under the Texas Deceptive Trade Practices Act. Plaintiff has been

damaged by Defendant's conduct, described above, which constitutes a deceptive or unfair insurance practice as that term is defined under the Texas Insurance Code.

40. Each of the acts described above, together and singularly, constitute a violation of the Texas Deceptive Trade Practices Act pursuant to its tie-in provision for Insurance Code Violations. Accordingly, Plaintiff also brings each and every cause of action alleged above under the Texas Deceptive Trade Practices Act pursuant to its tie-in provision.

41. Defendant has violated the Texas Deceptive Trade Practices Act in the following non-exclusive manners:

- a. Defendant misrepresented to the claimant-insured a material fact or policy provision relating to coverage at issue;
- b. Defendant failed to attempt in good faith to effectuate a prompt, fair and equitable settlement of the claim with respect to which the insurer's liability has become reasonably clear;
- c. Defendant refused to pay the claim without a reasonable investigation on its part with respect to the claim.

42. As a result of Defendant's violations of DTPA, Plaintiff suffered actual damages. Because Defendant committed the acts knowingly and intentionally, with conscious indifference to the harm caused to the insured, Plaintiff is entitled to three times its damages for economic relief.

#### **I. REQUEST FOR DISCLOSURE**

43. Paragraphs 1 through 42 are incorporated by reference.

44. Pursuant to TRCP Rule 194, PLAINTIFF requests that defendants disclose the materials described in TRCP Rule 194.2.

#### **J. DAMAGES AND PRAYER**

45. Paragraphs 1 through 44 are incorporated by reference.

46. The conduct of Defendant, as described herein, was a producing cause of Plaintiff's economic damages. As a result, Plaintiff suffered economic damage and expenses for which Defendant is liable.

47. As a direct result of Defendant's knowing misconduct, Plaintiff suffered additional damages. Accordingly, Defendant is liable to Plaintiff for economic damages and additional damages of up to three times economic as permitted by the Texas Insurance Code and the Texas Deceptive Trade Practices Consumer Protection Act.

48. WHEREFORE, PREMISES CONSIDERED, Plaintiff herein prays that Defendant be cited to appear and answer, and that on a final trial on the merits, Plaintiff recover from Defendant damages for all causes of action described above, extra contractual damages as allowed by law and the causes of action described above, attorney fees, costs of court, and all interest allowed by statute and common law and for such other further relief to which Plaintiff may be entitled, both in equity and at law.

Respectfully submitted

**MERLIN LAW GROUP**  
515 Post Oak Blvd. Suite 750  
Houston, Texas 77027  
Telephone: (713) 626-8880  
Facsimile: (713) 626-8881

By: /s/ Patrick Connell McGinnis  
Patrick Connell McGinnis  
State Bar No. 13631900  
pmcginnis@merlinlawgroup.com

ATTORNEYS FOR PLAINTIFF

**JURY DEMAND**

Plaintiff respectfully demands a trial by jury.

/s/ Patrick Connell McGinnis

Patrick Connell McGinnis

DC-17-02362

CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

Bonell Art Holdings, LLC vs. Mount Vernon Fire Insurance Company and United States Liability Insurance Company  
STYLED

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

<b>1. Contact Information for person completing case information sheet:</b>		<b>Names of parties in case:</b>		<b>Person or entity completing sheet is:</b>	
Name: <u>Patrick C. McGinnis</u>	Email: <u>pmcginnis@merlinlawgroup.com</u>	Plaintiff(s)/Petitioner(s): <u>Bonell Art Holdings, LLC</u>		<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____	
Address: <u>515 Post Oak Blvd, Ste 750</u>	Telephone: <u>(713) 626-8880</u>	Defendant(s)/Respondent(s): <u>Mount Vernon Fire Insurance Company and United States Liability Insurance Company</u>		Additional Parties in Child Support Case:	
City/State/Zip: <u>Houston, TX 77027</u>	Fax: <u>(713) 626-8881</u>			Custodial Parent: _____	
Signature: _____	State Bar No: <u>13631900</u>			Non-Custodial Parent: _____	
		[Attach additional page as necessary to list all parties]		Presumed Father: _____	
<b>2. Indicate case type, or identify the most important issue in the case (select only 1):</b>					
<i>Civil</i>			<i>Family Law</i>		
<b>Contract</b> <u>Debt/Contract</u> <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____  <u>Foreclosure</u> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input checked="" type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	<b>Injury or Damage</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <i>Malpractice</i> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <i>Product Liability</i> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	<b>Real Property</b> <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____  <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	<b>Marriage Relationship</b> <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <i>Divorce</i> <input type="checkbox"/> With Children <input type="checkbox"/> No Children  <b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	<b>Post-judgment Actions (non-Title IV-D)</b> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other  <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order  <b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____	
<b>Employment</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____	<b>Other Civil</b> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____				
<b>Tax</b> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	<b>Probate &amp; Mental Health</b> <i>Probate/Wills/Intestate Administration</i> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____				
<b>3. Indicate procedure or remedy, if applicable (may select more than 1):</b>					
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover	
<b>4. Indicate damages sought (do not select if it is a family law case):</b>					
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input checked="" type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000					

**EXHIBIT**  
2B





FELICIA PITRE  
DALLAS COUNTY DISTRICT CLERK

NINA MOUNTIQUE  
CHIEF DEPUTY

**CAUSE NO. DC-17-02362**

BONELL ART HOLDINGS LLC  
vs. MOUNT VERNON FIRE INSURANCE COMPANY et al

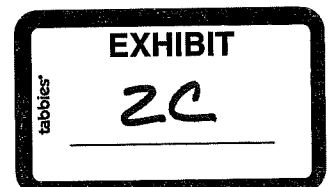
160th District Court

**ENTER DEMAND FOR JURY**

JURY FEE PAID BY: PLAINTIFF

FEE PAID: \$40

600 COMMERCE STREET DALLAS, TEXAS 75202 (214) 653-7261  
FAX (214)653-7781 E-mail: Felicia.Pitre@dallascounty.org  
Web site: <http://www.dallascounty.org/distclerk/index.html>



**FORM NO. 353-3 - CITATION  
THE STATE OF TEXAS**

**To: UNITED STATES LIABILITY INSURANCE COMPANY  
BY SERVING ITS REGISTERED AGENT LISA MANN  
BINGHAM MANN & HOUSE  
4500 YOAKUM BLVD  
HOUSTON TX 77006**

**GREETINGS:**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **160th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **BONELL ART HOLDINGS LLC**

Filed in said Court **28th day of February, 2017** against

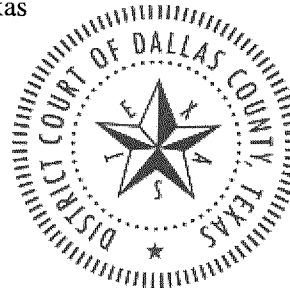
**MOUNT VERNON FIRE INSURANCE COMPANY AND UNITED STATES LIABILITY  
INSURANCE COMPANY**

For Suit, said suit being numbered **DC-17-02362**, the nature of which demand is as follows:  
Suit on **INSURANCE** etc. as shown on said petition, **REQUEST FOR DISCLOSURE**, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office this 2nd day of March, 2017.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

/s/ Gay Lane  
By \_\_\_\_\_, Deputy  
GAY LANE



**ESERVE**

**CITATION**

**DC-17-02362**

**BONELL ART HOLDINGS LLC**

**vs.**

**MOUNT VERNON FIRE INSURANCE  
COMPANY et al**

**ISSUED THIS  
2nd day of March, 2017**

**FELICIA PITRE  
Clerk District Courts,  
Dallas County, Texas**

**By: GAY LANE, Deputy**

**Attorney for Plaintiff  
PATRICK CONNELL MCGINNIS  
MERLIN LAW GROUP  
515 POST OAK BLVD  
SUITE 750  
HOUSTON TX 77027  
713-626-8880**

**DALLAS COUNTY  
SERVICE FE  
NOT PAID**

**EXHIBIT**

**2 D**

## OFFICER'S RETURN

Case No. : DC-17-02362

Court No.160th District Court

Style: BONELL ART HOLDINGS LLC

vs. MOUNT VERNON FIRE INSURANCE COMPANY et al

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M. Executed at \_\_\_\_\_,  
within the County of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by  
me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County \_\_\_\_\_

To: MOUNT VERNON FIRE INSURANCE COMPANY  
BY SERVING THE COMMISSIONER OF INSURANCE  
333GUADALUPE  
AUSTIN TEXAS 78701

CITATION

No.: DC-17-02362

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Your answer should be addressed to the clerk of the **160th District Court** at 600 Commerce Street, Dallas, Texas 75202.

Said PLAINTIFF being BONELL ART HOLDINGS LLC

Filed in said Court 28th day of February, 2017 against

**MOUNT VERNON FIRE INSURANCE COMPANY**

For suit, said suit being numbered **DC-17-02362** the nature of which demand is as follows:  
Suit On **INSURANCE** etc.

as shown on said petition **REQUEST FOR DISCLOSURE**, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

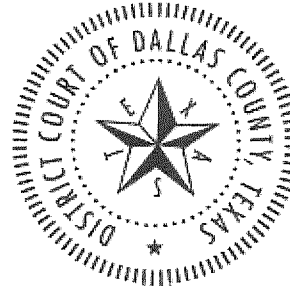
WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office **on this the 2nd day of March, 2017**

ATTEST: FELICIA PITRE

Clerk of the District Courts of Dallas, County, Texas

By /s/ Gay Lane, Deputy  
**GAY LANE**



BONELL ART HOLDINGS LLC  
vs.  
MOUNT VERNON FIRE INSURANCE  
COMPANY et al

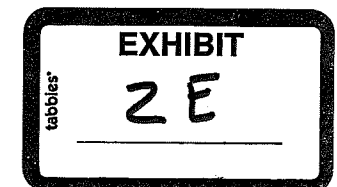
ISSUED  
ON THIS THE 2ND DAY OF MARCH,  
2017

FELICIA PITRE  
Clerk District Courts,  
Dallas County, Texas

By GAY LANE, Deputy

Attorney for : Plaintiff  
**PATRICK CONNELL MCGINNIS**  
**MERLIN LAW GROUP**  
**515 POST OAK BLVD SUITE 750**  
**HOUSTON TX 77027**  
**713- 626-8880**

**DALLAS COUNTY**  
**SERVICE FEES**  
**NOT PAID**



**OFFICER'S RETURN  
FOR INDIVIDUALS**

Cause No. DC-17-02362

Court No: 160th District Court

Style: BONELL ART HOLDINGS LLC  
vs. MOUNT VERNON FIRE INSURANCE COMPANY et al

Received this Citation the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock. Executed at \_\_\_\_\_, within the County of \_\_\_\_\_, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock, by \_\_\_\_\_ delivering to the within named \_\_\_\_\_ each in person, a copy of this Citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

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**OFFICER'S RETURN  
FOR CORPORATIONS**

Received this Citation the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_ M. Executed at \_\_\_\_\_, within the County of \_\_\_\_\_, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M. by summoning the within named Corporation, \_\_\_\_\_ by delivering to \_\_\_\_\_  
\_\_\_\_\_  
President - Vice President - Registered Agent - in person, of the said \_\_\_\_\_

a true copy of this citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

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The distance actually traveled by me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness by my hand.

For Serving Citation	\$ _____	Sheriff _____
For Mileage	\$ _____	County of _____
For Notary	\$ _____	State of _____
Total Fees	\$ _____	By _____

(Must be verified if served outside the State of Texas)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to me by the said \_\_\_\_\_ before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, to certify which witness my hand and seal of office.

Seal

\_\_\_\_\_  
State & County of \_\_\_\_\_



## TEXAS DEPARTMENT OF INSURANCE

### General Counsel Division (113-2A)

333 Guadalupe, Austin, Texas 78701 ★ PO Box 149104, Austin, Texas 78714-9104  
(512) 676-6585 | F: (512) 490-1064 | (800) 578-4677 | TDI.texas.gov | @TexasTDI

Marissa Pittman

March 24, 2017

Patrick Connell McGinnis  
Merlin Law Group  
515 Post Oak Blvd; STE 750  
Houston, Texas 77027

RE: Cause No.: DC-17-02362; styled *Bonell Art Holdings, LLC vs. Mount Vernon Fire Insurance Company and United States Liability Insurance Company*; in the 160<sup>th</sup> Judicial District Court, Dallas County, Texas

Greetings:

On March 22, 2016, the enclosed documents were received in the office of the Commissioner of Insurance for service of process. The documents received are being returned to your office for the reasons indicated below.

**Mount Vernon Fire Insurance Company's** mailing address must be noted on the citation. Please refer to Texas Administrative Code, Title 28, Chapter 7, Rule §7.1414. Enclosed is the company profile.

Refer to Chapter 804 of the Texas Insurance Code for service of process information.

Please do not hesitate to call me if you have questions.

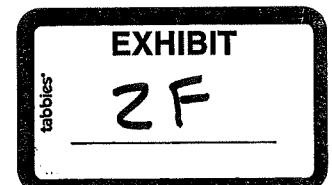
Sincerely,

A handwritten signature in cursive script that reads "Tish Wilhelm".

Tish Wilhelm  
General Counsel  
[tish.wilhelm@tdi.texas.gov](mailto:tish.wilhelm@tdi.texas.gov)  
(512) 676-6543

Enclosures

c: Dallas County District Clerk  
**E-filed**



FORM NO. 353-4—CITATION  
THE STATE OF TEXAS

RECEIVED  
MAR 22 2017  
@11:30 AM

ESERVE (COI)

Dianne Coffey

To: MOUNT VERNON FIRE INSURANCE COMPANY  
BY SERVING THE COMMISSIONER OF INSURANCE  
333 GUADALUPE  
AUSTIN TEXAS 78701

CITATION

No.: DC-17-02362

BONELL ART HOLDINGS LLC  
vs.  
MOUNT VERNON FIRE INSURANCE  
COMPANY et al

ISSUED  
ON THIS THE 2ND DAY OF MARCH,  
2017

FELICIA PITRE  
Clerk District Courts,  
Dallas County, Texas

By GAY LANE, Deputy

Attorney for : Plaintiff  
PATRICK CONNELL MCGINNIS  
MERLIN LAW GROUP  
515 POST OAK BLVD SUITE 750  
HOUSTON TX 77027  
713- 626-8880

DALLAS COUNTY  
SERVICE FEES  
NOT PAID

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Your answer should be addressed to the clerk of the 160th District Court at 600 Commerce Street, Dallas, Texas 75202.

Said PLAINTIFF being BONELL ART HOLDINGS LLC

Filed in said Court 28th day of February, 2017 against

MOUNT VERNON FIRE INSURANCE COMPANY

For suit, said suit being numbered DC-17-02362 the nature of which demand is as follows:

Suit On INSURANCE etc.

as shown on said petition REQUEST FOR DISCLOSURE, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

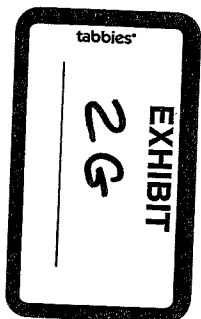
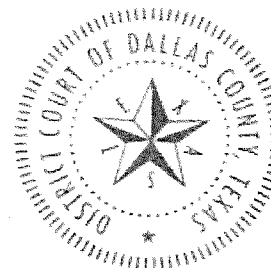
WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office on this the 2nd day of March, 2017

ATTEST: FELICIA PITRE

Clerk of the District Courts of Dallas, County, Texas

By /s/ Gay Lane, Deputy  
GAY LANE



**OFFICER'S RETURN  
FOR INDIVIDUALS**

Cause No. DC-17-02362

Court No. 160th District Court

Style: BONELL ART HOLDINGS LLC

vs. MOUNT VERNON FIRE INSURANCE COMPANY et al

Received this Citation the 22nd day of March, 2017 at 11:30 <sup>AM</sup> o'clock. Executed at \_\_\_\_\_, within the County of \_\_\_\_\_, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock, by \_\_\_\_\_ each in person, a copy of this Citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

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**OFFICER'S RETURN  
FOR CORPORATIONS**

Received this Citation the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_ M. Executed at \_\_\_\_\_, within the County of \_\_\_\_\_, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M. by summoning the within named Corporation, \_\_\_\_\_ by delivering to \_\_\_\_\_  
President - Vice President - Registered Agent - in person, of the said

a true copy of this citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery

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The distance actually traveled by me in serving such process was \_\_\_\_\_ miles and my fees are as follows:

For Serving Citation \$ \_\_\_\_\_  
For Mileage \$ \_\_\_\_\_  
For Notary \$ \_\_\_\_\_  
Total Fees \$ \_\_\_\_\_

Sheriff \_\_\_\_\_  
County of \_\_\_\_\_  
State of \_\_\_\_\_  
By \_\_\_\_\_

To certify which witness by my hand

(Must be verified if served outside the State of Texas)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to me by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which witness my hand and seal of office.

Seal

State & County of \_\_\_\_\_



**RETURN OF SERVICE**

**Cause No. DC-17-02362**

In The 160th Judicial District Court of  
Dallas County, Texas

BONELL ART  
HOLDINGS, LLC  
Plaintiff

V.

MOUNT VERNON FIRE  
INSURANCE COMPANY, et al  
Defendant

Came to hand on March 22, 2017, at 11:30 AM.

Executed at 333 Guadalupe St., Austin, TX 78701, within the County of Travis at 2:45 PM on March 22, 2017, by delivering to the within named:

**MOUNT VERNON FIRE INSURANCE COMPANY,**

**by delivering to THE TEXAS COMMISSIONER OF INSURANCE by and through designated agent, MICAH MIRELES, true duplicate copies of this Citation together with Plaintiff's Original Petition and Request for Disclosure, having first endorsed upon both copies of such process the date of delivery, and tendering the \$50 Statutory Fee.**

I certify that I am approved by the Supreme Court of Texas, Misc. Docket No. 05-9122 under rule 103 and 536(a) of the TRCP to deliver citations and other notices from any District, County, and Justice Courts in and for the State of Texas. I am competent to make this oath; I am not less than 18 years of age, I am not a party to the above-referenced cause, I have not been convicted of a felony or a crime involving moral turpitude, and I am not interested in the outcome of the above-referenced cause.

By: \_\_\_\_\_

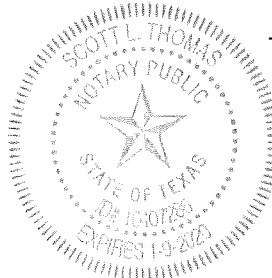
Thomas R. Kroll SCH-3012,  
Exp: 8/31/2019

**VERIFICATION**

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared Thomas R. Kroll, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this March 22, 2017.



\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**FORM NO. 353-3 - CITATION  
THE STATE OF TEXAS**

To: UNITED STATES LIABILITY INSURANCE COMPANY  
BY SERVING ITS REGISTERED AGENT LISA MANN  
BINGHAM MANN & HOUSE  
4500 YOAKUM BLVD  
HOUSTON TX 77006

**GREETINGS:**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **160th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **BONELL ART HOLDINGS LLC**

Filed in said Court **28th day of February, 2017** against

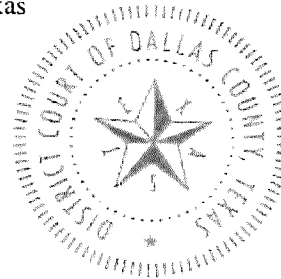
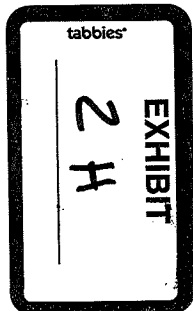
**MOUNT VERNON FIRE INSURANCE COMPANY AND UNITED STATES LIABILITY  
INSURANCE COMPANY**

For Suit, said suit being numbered **DC-17-02362**, the nature of which demand is as follows:  
Suit on **INSURANCE** etc. as shown on said petition, **REQUEST FOR DISCLOSURE**, a copy of which  
accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office this 2nd day of March, 2017.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By /s/ Gay Lane Deputy  
GAY LANE



<b><u>ESERVE</u></b>
<b>CITATION</b>
<b>DC-17-02362</b>
<b>BONELL ART HOLDINGS LLC</b>
<b>vs.</b>
<b>MOUNT VERNON FIRE INSURANCE COMPANY et al</b>
<b>ISSUED THIS</b>
<b>2nd day of March, 2017</b>
<b>FELICIA PITRE</b>
<b>Clerk District Courts,</b>
<b>Dallas County, Texas</b>
<b>By: GAY LANE, Deputy</b>
<b>Attorney for Plaintiff</b>
<b>PATRICK CONNELL MCGINNIS</b>
<b>MERLIN LAW GROUP</b>
<b>515 POST OAK BLVD</b>
<b>SUITE 750</b>
<b>HOUSTON TX 77027</b>
<b>713-626-8880</b>

Marissa Pittman

**DALLAS COUNTY  
SERVICE FEES  
NOT PAID**

FILED  
DALLAS COUNTY  
3/30/2017 2:36:21 PM  
FELICIA PITRE  
DISTRICT CLERK

AFFIDAVIT  
ATTACHED

### OFFICER'S RETURN

Case No. : DC-17-02362

Court No. 160th District Court

Style: BONELL ART HOLDINGS LLC

vs. MOUNT VERNON FIRE INSURANCE COMPANY et al

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. Executed at \_\_\_\_\_,  
within the County of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by  
me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County \_\_\_\_\_

## **AFFIDAVIT OF SERVICE**

**Cause No. DC-17-02362**

In The District Court of Dallas County, Texas  
160th Judicial District

BONELL ART HOLDINGS, LLC  
*Plaintiff*

VS.

MOUNT VERNON FIRE INSURANCE  
COMPANY and UNITED STATES  
LIABILITY INSURANCE COMPANY  
*Defendants*

Came to hand on March 23, 2017, at 9:30 a.m.

Executed at 4500 Yoakum Boulevard, Houston, Texas 77006, within the County of Harris at 11:16 a.m.  
on March 23, 2017, by delivering to the within named:

**UNITED STATES LIABILITY INSURANCE COMPANY, by delivering to Registered Agent, Lisa Mann, a true copy of this Citation with Plaintiff's Original Petition and Request for Disclosure, with the date of delivery endorsed thereon by me and informed said person of the contents therein, in compliance with state statutes.**

I certify that I am approved by the Supreme Court of Texas, Misc. Docket No. 05-9122 under rule 103, 501 and 501.2 of the TRCP to deliver citations and other notices from any District, County, and Justice Courts in and for the State of Texas. I am competent to make this oath; I am not less than 18 years of age, I am not a party to the above-referenced cause, I have not been convicted of a felony or a crime involving moral turpitude, and I am not interested in the outcome of the above-referenced cause.

By: 

David A. Garza  
Republic Services  
4202 Sherwood, Houston, Texas 77092  
713.957.0094  
Texas Server LIC No. SCH-502  
Exp. 7-31-2017

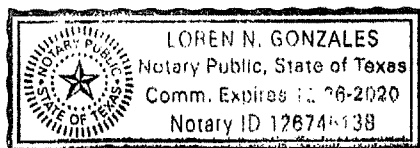
DAVID A GARZA  
Authorized Private Process Server  
TX SERVER LIC# SCH-502  
Exp 7-31-2017

### **VERIFICATION**

STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared **David A. Garza**, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office on this 3/29/2017.



  
NOTARY PUBLIC, STATE OF TEXAS

1-cit es

# MERLIN

LAW GROUP

515 POST OAK BLVD., SUITE 750  
HOUSTON, TEXAS 77027

TELEPHONE (713) 626-8880  
FACSIMILE (713) 626-8881

April 10, 2017

**Via E-File**

Dallas County District Clerk  
600 Commerce Street, 6<sup>th</sup> Floor  
Dallas, Texas 75202

RE: Cause No.: DC-17-02362; ***Bonell Art Holdings, LLC vs. Mount Vernon Fire Insurance Company and United States Liability Insurance Company***; in the 160<sup>th</sup> Judicial District Court, Dallas County, Texas.

Dear Clerk:

Please accept this letter as a request to re-issue the citation of Mount Vernon Fire Insurance Company. Pursuant to a letter we received from the Texas Department of Insurance, the citation needs the address of Mount Vernon Fire Insurance Company, to comply with the Texas Administrative code, Title 28, Chapter 7, Rule §7.1414.

The Mount Vernon Company address is, 1190 Devon Park Drive, Wayne, PA 19087-8700.

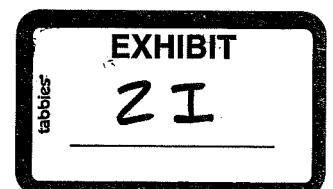
Thank you.

Sincerely,

***Patrick Connell McGinnis***

Patrick Connell McGinnis

PCM/jc



To: MOUNT VERNON FIRE INSURANCE COMPANY  
BY SERVING THE COMMISSIONER OF INSURANCE  
333 GUADALUPE  
AUSTIN TEXAS 78701  
1190 DEVON PARK DRIVE, WAYNE PA 19087-8700

CITATION

No.: DC-17-02362

BONELL ART HOLDINGS LLC  
vs.  
MOUNT VERNON FIRE INSURANCE  
COMPANY et al

ISSUED  
ON THIS THE 11TH DAY OF APRIL,  
2017

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Your answer should be addressed to the clerk of the **160th District Court** at 600 Commerce Street, Dallas, Texas 75202.

Said PLAINTIFF being BONELL ART HOLDINGS LLC

Filed in said Court 28th day of February, 2017 against

**MOUNT VERNON FIRE INSURANCE COMPANY**

For suit, said suit being numbered **DC-17-02362** the nature of which demand is as follows:  
Suit On **INSURANCE** etc.

as shown on said petition **REQUEST FOR DISCLOSURE**, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office on **this the 11 th day of April, 2017**

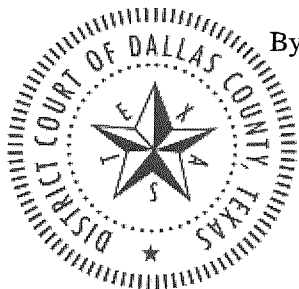
ATTEST: FELICIA PITRE

Clerk of the District Courts of Dallas, County, Texas

/s/ Gay Lane

By \_\_\_\_\_, Deputy

GAY LANE

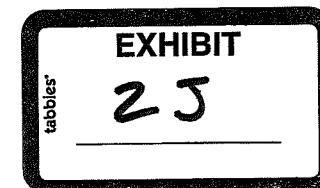


FELICIA PITRE  
Clerk District Courts,  
Dallas County, Texas

By GAY LANE, Deputy

Attorney for : Plaintiff  
**PATRICK CONNELL MCGINNIS**  
**MERLIN LAW GROUP**  
**515 POST OAK BLVD SUITE 750**  
**HOUSTON TX 77027**  
**713- 626-8880**

**DALLAS COUNTY**  
**SERVICE FEES**  
**NOT PAID**



**OFFICER'S RETURN  
FOR INDIVIDUALS**

Cause No. DC-17-02362

Court No: 160th District Court

Style: BONELL ART HOLDINGS LLC  
vs. MOUNT VERNON FIRE INSURANCE COMPANY et al

Received this Citation the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock. Executed at \_\_\_\_\_, within the County of \_\_\_\_\_, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock, by \_\_\_\_\_ delivering to the within named \_\_\_\_\_ each in person, a copy of this Citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

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**OFFICER'S RETURN  
FOR CORPORATIONS**

Received this Citation the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_ M. Executed at \_\_\_\_\_, within the County of \_\_\_\_\_, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M. by summoning the within named Corporation, \_\_\_\_\_ by delivering to \_\_\_\_\_  
President - Vice President - Registered Agent - in person, of the said \_\_\_\_\_

a true copy of this citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

-----000000-----

The distance actually traveled by me in serving such process was \_\_\_\_\_ miles and my fees are as follows:  
For Serving Citation \$ \_\_\_\_\_ Sheriff \_\_\_\_\_  
For Mileage \$ \_\_\_\_\_ County of \_\_\_\_\_  
For Notary \$ \_\_\_\_\_ State of \_\_\_\_\_  
Total Fees \$ \_\_\_\_\_ By \_\_\_\_\_

To certify which witness by my hand.

(Must be verified if served outside the State of Texas)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to me by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which witness my hand and seal of office.

Seal

\_\_\_\_\_  
State & County of \_\_\_\_\_